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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 SFR INVESTMENTS POOL 1, LLC,

11 Plaintiff,

12 vs.

13 NEWREZ LLC D/B/A SHELLPOINT
14 MORTGAGE SERVICING; DOES I through
15 X; ROE BUSINESS ENTITIES I through X,
16 inclusive,

17 Defendants.

18 NEWREZ LLC D/B/A SHELLPOINT
19 MORTGAGE SERVICING,

20 Counterclaimant,

21 vs.

22 SFR INVESTMENTS POOL 1, LLC; DOES I
23 through X, inclusive; and ROE
24 CORPORATIONS I through X, inclusive,

25 Counterdefendants

Case No.: 2:22-cv-00415-APG-VCF

STIPULATED PROTECTIVE ORDER

26 COME NOW Non-party Bank of America, N.A. (“BANA”) and Plaintiff SFR Investments
27 Pool 1, LLC (“SFR”), by and through their respective counsel of records, and hereby stipulate and
28 agree as follows:

1 1. Any party or non-party may designate as “confidential” (by stamping the relevant
2 page or as otherwise set forth herein) any document or response to discovery which that party or
3 non-party considers in good faith to contain nonpublic personal information (“NPI”) as defined by
4 Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 et seq. (“Confidential Information”). Where
5 a document or response consists of more than one page, the first page and each page on which
6 Confidential Information appears shall be so designated.

7 2. A party or non-party may designate information disclosed during a deposition or in
8 response to written discovery as “confidential:” by so indicating in said response or on the record
9 at the deposition and requesting the preparation of a separate transcript of such material.
10 Additionally, a party or non-party may designate in writing, within twenty (20) days after receipt
11 of said responses or of the deposition transcript for which the designation is proposed, that specific
12 pages of the transcript and/or specific responses be treated as “confidential” information. Any
13 other party may object to such proposal, in writing or on the record. Upon such objection, the
14 parties shall follow the procedures described in paragraph 8 below. After any designation made
15 according to the procedure set forth in this paragraph, the designated documents or information
16 shall be treated according to the designation until the matter is resolved according to the procedures
17 described in paragraph 8 below, and counsel for all parties shall be responsible for making all
18 previously unmarked copies of the designated material in their possession or control with the
19 specified designation.

20 3. All information produced or exchanged in the course of this case (other than
21 information that is publicly available) shall be used by the party or parties to whom the information
22 is produced solely for the purpose of this case.

23 4. Except with the prior written consent of the other parties, or upon prior order of this
24 Court obtained with notice to opposing counsel, Confidential Information shall not be disclosed to
25 any person other than:

- 26 (a) counsel for the respective parties in this litigation, including in-house
27 counsel and co-counsel retained for this litigation;
28 (b) employees of such counsel;

- 1 (c) individual parties, class representatives, any officer or employee of a party,
2 to the extent deemed necessary by Counsel for the prosecution of this
3 litigation;
- 4 (d) consultants or expert witnesses retained for the prosecution or defense of
5 this litigation, provided that each such person shall execute a copy of the
6 Certification attached to this Order as **Exhibit A** (which shall be retained
7 by counsel to the party so disclosing the Confidential Information and made
8 available for inspection by opposing counsel during the pendency or after
9 the termination of the action only upon good cause shown and upon order
10 of the Court) before being shown or given any Confidential Information and
11 provided that if the party chooses a consultant or expert employed by a
12 corporate defendant or one of its competitors, the party shall notify the
13 opposing party, or designating non-party, before disclosing any
14 Confidential Information to that individual and shall give the opposing party
15 an opportunity to move for a protective order preventing or limiting such
16 disclosure;
- 17 (e) any authors or recipients of the Confidential Information;
- 18 (f) the Court, personnel, and court reports; and
- 19 (g) witnesses (other than persons described in paragraph 4(e).) A witness shall
20 sign the Certification before being shown a confidential document.
21 Confidential Information may be disclosed to a witness who will not sign
22 the Certification only in a deposition at which the party who designated the
23 Confidential Information is represented or has been given notice that
24 Confidential Information shall be designated "Confidential" pursuant to
25 paragraph 2 above. Witnesses shown Confidential Information shall not be
26 allowed to retain copies.
- 27
28

1 5. Any persons receiving Confidential Information shall not reveal or discuss such
2 information to or with any person who is not entitled to receive such information, except as set
3 forth herein.

4 6. Unless otherwise permitted by statute, rule, or prior Court Order, papers filed with
5 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those
6 documents under seal and shall be filed consistent with the Court's electronic filing procedures.
7 Notwithstanding any agreement among the parties, the party seeking to file a paper under seal
8 bears the burden of overcoming the presumption in favor of public access to papers filed in court.
9 *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

10 7. A party may designate as "confidential" documents or discovery materials
11 produced by a non-party by providing written notice to all parties of the relevant document
12 numbers or other identification within thirty (30) days after receiving such documents or discovery
13 materials. Any party or non-party may voluntarily disclose to others without restriction any
14 information designated by that party or non-party as confidential, although a document may lose
15 its confidential status if it is made public.

16 8. If a party contends that any material is not entitled to confidential treatment, such
17 party may at any time give written notice to the party or non-party who designated the material.
18 The party or non-party who designated the material shall have twenty-five (days) from the receipt
19 of such written notice to apply to the Court for an order designating the material as confidential.
20 The party or non-party seeking the order has the burden of establishing that the document is entitled
21 to protection.

22 9. Notwithstanding any challenge to the designation of material as Confidential
23 Information, all documents shall be treated as such and shall be subject to the provisions hereof
24 unless and until one of the following occurs:

- 25 (a) the party or non-party claims that the material is Confidential Information
26 withdraws such designation in writing; or
27 (b) the party or non-party who claims that the material is Confidential
28 Information fails to apply to the Court for an Order designating the material

confidential within the time period specified above after receipt of a written challenge to such designation; or

(c) the Court rules the material is not confidential.

10. All provisions of this Order restricting the communication or use of Confidential Information shall continue to be binding after the conclusion of this action, unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential Information, other than that which is contained in pleadings, correspondence, and deposition transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion of the action to counsel for the party or non-party, or (b) destroy such documents within the same time period.

11. The terms of this Stipulation and Order do not preclude, limit, restrict or otherwise apply to the use of documents at trial.

12. Nothing herein shall be deemed to waive any applicable privilege or work product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege or work product protection.

13. Any witness or other person, firm, or entity from which is discovery is sought may be informed of and may obtain the protection of this Order by written advice to the parties' respective counselor by oral advice at the time of any deposition or similar proceeding.

Exhibit A

I, _____, have been advised by counsel of record for _____ in _____ of the protective order governing the delivery, publication, and disclosure of confidential documents and information produced in this litigation. I have read a copy of the protective order and agree to abide by its terms.

Signed

Printed Name

Date

IT IS SO STIPULATED.

Dated this 14th day of October, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Yanxiong Li

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Dated this 14th day of October, 2022.

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*Attorneys for Plaintiff, SFR Investments
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ORDER

IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE

DATED: 10-17-2022

IT IS HEREBY ORDERED that non-party Bank of America, N.A.'s notice of withdrawal of motion for protective order ECF No. 62 is GRANTED. IT IS FURTHER ORDERED that the stipulation for extension of time (ECF NO. 59) is DENIED as MOOT.